



J. P. Cullen & Sons, Inc. Nondisclosure / Confidentiality Agreement

THIS NONDISCLOSURE / CONFIDENTIALITY AGREEMENT (“Agreement”) is made and entered into as of Date, by and between J.P. Cullen & Sons, Inc. (“JPC”) and Company Name.

Background

J. P. Cullen & Sons, Inc. and Company Name intends to engage in discussions and negotiations concerning the establishment of a business relationship between J. P. Cullen & Sons, Inc. and Company Name (the “Purpose”). In the course of such discussions and negotiations, it is anticipated that either party may disclose or deliver to the other party certain confidential or proprietary information for the purpose of enabling the parties to evaluate the feasibility of such business relations. J. P. Cullen & Sons, Inc. and Company Name have entered into this Agreement in order to assure the confidentiality of such information in accordance with the terms of this Agreement.

Confidential Information

During the course of the discussions and negotiations, the parties may have access to information that is confidential, secret, and / or proprietary, including without limitation: records, technology, data, and information that reveals the processes, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, business and financial information, trade secrets, business plans and methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer information, operational information, information regarding financial assets, and / or information regarding results of operations (collectively, “Confidential Information”).

Confidential Information shall include any information which is marked “confidential”, “secret”, “private”, or words to similar effect. Confidential Information may include information received from third parties. Confidential Information may be written and oral, and may be stored and communicated in any format whatsoever, including without limitation electronic and digital formats.

Limitations on Confidential Information

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, and is free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party. In the event of a disputed disclosure, the party receiving the Confidential Information shall be at the burden of proof of demonstrating that the information falls under one of the preceding exceptions.

Nondisclosure of Confidential Information

Without the advance written consent of the other party, neither party shall disclose to any third party any Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party solely and exclusively for the Purpose, and for no other reason whatsoever. The receiving party shall maintain Confidential Information for a period of not less than the greater of (i) five years or (ii) during the term of any business relationship arising out of the Purpose (except as to trade secrets (as defined by the Uniform Trade Secrets Act, as

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adopted by Wisconsin), which shall be maintained confidentially so long as such Confidential Information constitutes a trade secret).

Nondisclosure of Confidential Information (Continued)

Notwithstanding the foregoing, either party may, from time to time, have access to certain Confidential Information that may include customer / consumer financial, person, and / or health information as may be defined by applicable privacy laws or regulations (collectively, "Customer Information"). Each party further agrees to use the customer Information solely in connection with the Purpose, and shall not disseminate or disclose Customer Information to any third party, without prior written approval from the other party or as it otherwise required by law. Any disclosure made shall be made only if necessary to meet its contractual obligations. Authorized third parties, if any, to which Customer Information is disclosed shall be similarly bound (in advance of receipt of such Customer Information) by the same privacy standards in its handling of the Customer Information. Both parties agree to comply with all privacy laws including, without limitation: (1) the health Insurance Portability and Accountability Act (HIPAA) of 1996, (2) the Gramm-Leach-Bliley Act of 1999, (3) all other applicable federal and / or state privacy laws, and (4) all relevant federal and / or state regulation promulgated in conjunction with applicable privacy laws. Each party covenants and agrees, at its own cost and expense, to cooperate and ensure each other's strict compliance with privacy and related laws and regulations. Each party further agrees to establish and maintain procedures reasonably designed to assure the security of all Customer Information.

Ownership of confidential Information

Notwithstanding any disclosure of Confidential Information, the party disclosing Confidential Information to the receiving party is, and shall remain, the exclusive owner of the Confidential Information, together with all patent(s), copyright(s), trade secret(s), trademark(s), and other intellectual property rights which may be contained therein. No license or conveyance of any such rights to the party receiving the Confidential Information is granted or implied under this Agreement.

Return of Documents

The receiving party shall, immediately upon the request of the disclosing party, return to the disclosing party (or certify to the permanent and complete destruction of) all documents, drawings, spreadsheets, analyses, files, data, reports, compilations, and / or other tangible or intangible representations, manifestations, and / or reproductions of Confidential Information received by the receiving party pursuant to this Agreement, including all copies thereof, wherever located, in whatever format.

Dispute Resolution Process

All claims, disputes, and controversies between the parties arising out of, or related to, this Agreement or to the parties respective performance under, interpretation of, the validity of, breach under any of the foregoing, or as to any other rights, duties, or obligations between parties, which cannot be resolved in the normal course of business, shall be determined in the following manner.

Informal Mediation

If a dispute arises, the: (i) within ten (10) business days of a written request by either party, the duly appointed representative of each party shall meet and attempt to resolve the issue amicably and expeditiously; and (ii) if these individuals cannot resolve the issue within ten (10) business days following such meeting, then the issue shall be submitted to duly appointed representative and J. P. Cullen & Sons,

Inc.'s Information Technology and Process Partner in Charge. If the parties are still unable to resolve the dispute within ten (10) business days following such second meeting, the parties shall proceed to resolve the dispute as set forth below.

Binding Arbitration

If the dispute is not fully resolved as a result of mediation as described above, the parties shall submit such dispute to mandatory binding arbitration. Arbitration shall be conducted in accordance with then current Commercial Rules of the American Arbitration Association by a single arbitrator, selected by mutual agreement of the parties. If the parties cannot (or do not) agree upon such an arbitrator, the arbitrator shall be selected by the American Arbitration Association. Judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

Binding Arbitration (Continued)

The arbitration shall be conducted in English. The place of the arbitration shall be mutually agreed upon and shall not materially disadvantage either party. The arbitrators shall not be empowered to award damages in excess of actual damages. The arbitrators shall proceed as expeditiously as possible, and the arbitrators' decision shall be issued not more than one hundred eighty (180) days following the final selection of the arbitrator, who shall make written findings of fact and conclusion so flaw. The decision of the arbitrator shall be final and bind the parties.

Binding Arbitration (Continued)

Each party shall pay its own expenses of arbitration and the expense of the arbitrator shall be equally shared; provided, however, that the arbitrator shall include in his or her award and assess against the non-prevailing parties, the prevailing parties attorneys' fees, expert witness fees, and any other legal expenses incurred in the dispute submitted for arbitration. All deadlines specified herein may be extended by mutual agreement. Notwithstanding the foregoing to the contrary, either party may seek permanent or temporary injunctive relief in any court of competent jurisdiction to prevent, limit, or otherwise protect such party from the unauthorized disclosure of the party's Confidential Information.

Severability

The provisions of this Agreement shall be severable, so that the invalidity or unenforceability of any provisions will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of the Agreement to either party. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Miscellaneous

This Agreement supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified, amended, or discharged, in whole' or in part, except by an agreement in writing signed by the authorized representative of J. P. Cullen & Sons, Inc.. This Agreement shall be interpreted and construed under the laws of the State of Wisconsin.

IN WITNESS WHERE OF, the parties have duly executed this Agreement as of the day and year first written above.

J. P. Cullen & Sons, Inc.

Company

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____